

# **MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN IMMIGRATION AND CUSTOMS ENFORCEMENT AND CECIL COUNTY, MARYLAND FOR THE REIMBURSEMENT OF JOINT TASK FORCE OPERATIONS EXPENSES FROM THE TREASURY FORFEITURE FUND**

This Agreement is entered into by **Cecil County, Maryland, for its Cecil County Sheriff's Office** (collectively, the "County") and Immigration and Customs Enforcement ("ICE"), HSI Baltimore for the purpose of the reimbursement of costs incurred by the **Cecil County Sheriff's Office** in providing a Task Force Officer and/or additional resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint and/or Task Force operations.

## **I. LIFE OF THIS AGREEMENT**

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

## **II. AUTHORITY**

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

## **III. PURPOSE OF THIS AGREEMENT**

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

## **IV. APPLICABILITY OF THIS AGREEMENT**

This agreement is valid for all joint and/or Task Force investigations led by ICE HSI Baltimore, with the participation of the **Cecil County Sheriff's Office** and until terminated, in writing, by either party.

## **V. TERMS, CONDITIONS, AND PROCEDURES**

### **A. Assignment of Officer(s)**

The **Cecil County Sheriff's Office** agrees to assign one dedicated officer, on call to the Baltimore Immigration and Customs Enforcement, ICE Task Force. Additionally, resource permitting, the **Cecil County Sheriff's Office** shall assign additional officers to assist with investigations or joint operations. Included as part of this Agreement, the **Cecil County Sheriff's Office** shall provide the ICE HSI Baltimore with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

### **B. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation**

1. The **Cecil County Sheriff's Office** may request the reimbursement of overtime salary expenses directly related to work on the Task Force or joint operation with ICE HSI Baltimore, performed by its officer(s) assigned to this joint operation. In addition, the **Cecil County Sheriff's Office** may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with the ICE HSI Baltimore.

The **Cecil County Sheriff's Office** may not request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. **Reimbursement payments will not be made by check.** To receive reimbursement payments, the **Cecil County Sheriff's Office** must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

CBP National Finance Center  
Attn: Forfeiture Fund  
6650 Telecom Dr., Suite 100  
INDIANAPOLIS, IN 46278  
FAX: 317-298-1569

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to Task Force or joint operations, the **Cecil County Sheriff's Office** must submit to ICE HSI Baltimore the TEOAF Form "Local, County, and State Law Enforcement

Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.

4. The **Cecil County Sheriff's Office** remains fully responsible, as the employer of the officer(s) assigned to the Task Force or investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.

5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at **\$15,000** per officer per year.

6. The **Cecil County Sheriff's Office** will submit all requests for the reimbursement of joint operations' expenses to ICE HSI Baltimore, at the following address: DHS/ICE, 40 S. Gay St. 3<sup>rd</sup> Floor, Baltimore, MD 21202, Attn. Denise McNerney, Ph. 410-579-5007.

**C. Notices.**

Any notices required by this Agreement shall be in writing and shall be deemed delivered if hand delivered or delivered by certified mail, postage prepaid, return receipt requested, first class mail, or by facsimile (immediately followed by hard copy by first class mail) as follows, unless such address is changed by written notice as provided hereunder:

If to ICE:                      CBP National Finance Center  
Attn: Forfeiture Fund  
6650 Telecom Dr., Suite 100  
Indianapolis, Indiana 46278

If to County:                Cecil County Sheriff's Office  
Attn: Sheriff, Cecil County  
107 Chesapeake Blvd.  
Elkton, Maryland 21921

with copy to:

County Attorney  
Cecil County, Maryland  
200 Chesapeake Boulevard, Suite 2100  
Elkton, Maryland 21921

## VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The **Cecil County Sheriff's Office** agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

## VII. REVISIONS

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

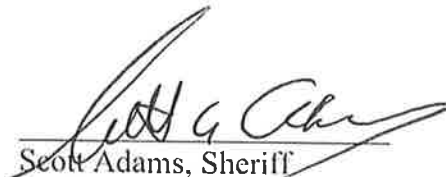
## VIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between the ICE HSI Baltimore and the **Cecil County Sheriff's Office**, and is not intended to confer any right or benefit to any private person or party.

### Signatures:



Andre R. Watson  
HSI SAC Baltimore



Scott Adams, Sheriff  
Cecil County Sheriff's Office

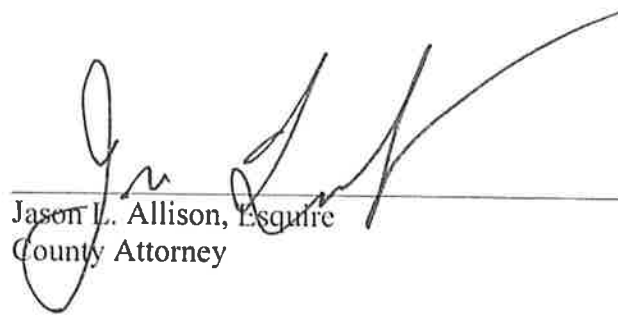
Date: 1/23/2017

Date: 10/25/16



\*\*\*\*\*, Chief Administrative Officer  
Cecil County, Maryland


APPROVED AS TO LEGAL FORM AND SUFFICIENCY\*  
(Subject to Execution by the Duly Authorized Administrative  
Official, as Indicated)



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Jason L. Allison, Esquire  
County Attorney

\*Approval of Legal Form and Sufficiency Does Not Convey  
Approval or Disapproval of the Substantive Nature of This  
Transaction. Approval is Based Upon Typeset Document.  
All modifications Require Re-Approval



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Office of Budget and Finance